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Jania

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Lot 43, Sec B, Wellington Square East, Sec 27, T1S, R8W, DeSoto County, MS.

SUBSTITUTION OF TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF DeSoto

WHEREAS, on the 13th day of January, 2006, Tommie Lee Banis and Andrea Banis executed a Deed of Trust to Bridgforth & Buntin, Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc. beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Record at Book 2395 at Page 265 ; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Emily Kaye Courteau, as Trustee, the said Emily Kaye Courteau, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee (s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor or the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this 23 day of September, 2008.

Wilmington Trust Company, as successor to JPMorgan Chase Bank, National Association, as Trustee for the C-Bass Mortgage Loan Asset-Backed Certificates, Series 2006-CB3*

BY: Denise Bailey Litton Loan Servicing LP
Assistant Secretary Attorney In Fact

STATE OF Texas
COUNTY OF Maricopa

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Denise Bailey known personally to me to be the Assistant Secretary of the within named Wilmington Trust Company, as successor to JPMorgan Chase Bank, National Association, as Trustee for the C-Bass Mortgage Loan Asset-Backed Certificates, Series 2006-CB3* and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the 23 day of September, 2008.

Monica Hardaway
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/19/2011
F08-2611
snw



BOOK PAGE
010954 0013

DOCH 020871
FILED IN OFFICE
07/11/2008 02:41 PM
BK:10954 PG:13-16
BARBARA A. HARRISON
CLERK OF SUPERIOR COURT
HENRY COUNTY

RETURN TO: *Lamp*
SHUPING, MORSE & ASS
6259 Riverdale Road
Riverdale, GA 30274-1698

BK 2,931 PG 692

1629E
Jones
**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**
LITTON LOAN SERVICING LP
4828 Loop Central Drive
Houston, Texas 77081
Attn: Alison S. Walas
Prepared By: *Lamp*

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, WILMINGTON TRUST COMPANY, having its main office at 1100 North Market St., Wilmington, DE 19890 (the "Trustee"), hereby **appoints Litton Loan Servicing LP**, to be the Trustee's true and lawful Attorney-in-Fact (the "Attorney") to act in the name, and on behalf, of the Trustee with power to do only the following in connection with that Pooling and Servicing Agreement among Citigroup Mortgage Loan Trust Inc., (the "Depositor"), Credit-Based Asset Servicing and Securitization LLC (the "Sponsor"), Litton Loan Servicing LP (the "Servicer"), and Wilmington Trust Company as successor to JPMorgan Chase Bank, National Association, as Trustee (the "Trustee"), dated as of March 1, 2006 (the "Pooling and Servicing Agreement") on behalf of the Trustee:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.

4. The completion of loan assumption agreements and modification agreements.

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5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.

8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:

a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;

b. the preparation and issuance of statements of breach or non-performance;

c. the preparation and filing of notices of default and/or notices of sale;

d. the cancellation/rescission of notices of default and/or notices of sale;

e. the taking of a deed in lieu of foreclosure; and

f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above; and

9. to execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and

to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

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This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Trustee, (ii) the Attorney shall no longer be retained on behalf of the Trustee or an affiliate of the Trustee; or (iii) the expiration of one year from the date of execution.

The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, Wilmington Trust Company, as successor to JPMorgan Chase Bank, National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2006-CB3, pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicer, the Seller and the Trustee, dated as of March 1, 2006, and these present to be signed and acknowledged in its name and behalf by Roseline Maney its duly elected and authorized Vice President this 24th day of April, 2008.

**Wilmington Trust Company, as successor to
JPMorgan Chase Bank, National Association, as
Trustee for the C-BASS Mortgage Loan Asset-
Backed Certificates, Series 2006-CB3**

By: _____

Name: Roseline Maney

Title: Vice President

Witness: _____

Name: Erwin Soriano

Witness: _____

Name: Jessica Williams

STATE OF Delaware

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COUNTY OF New Castle

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§

SEAL AFFIXED

Personally appeared before me the above-named Roseline Maney, known or proved to me to be the same person who executed the foregoing instrument and to be the Vice President of **Wilmington Trust Company, as successor to JPMorgan Chase Bank, National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2006-CB3**, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 24th day of April, 2008.

Susanne M. Gula
NOTARY PUBLIC

My Commission expires: _____

SEAL AFFIXED

SUSANNE M. GULA
Notary Public - State of Delaware
My Comm. Expires Nov. 21, 2009

